

Exhibit A

CONTRACT FOR SERVICES

THIS CONTRACT FOR SERVICES ("Agreement") is entered into this 16th day of March 2018, ("Effective Date") by and between Brink Engineering Solutions, LLC ("Contractor"), and DeQueen & Eastern Railroad, LLC ("DQE" or "Railroad"), for the performance of certain bridge repair services. In the context of this Agreement, DQE and Contractor are herein individually called a "Party" and collectively the "Parties".

WHEREAS, DQE requires the performance of certain bridge repair services in Oklahoma and Arkansas; and

WHEREAS, Contractor agrees to perform the aforementioned services in an expeditious and workmanlike manner to the satisfaction and acceptance of DQE;

NOW THEREFORE, in consideration of the mutual covenants and undertakings herein contained, the parties agree as follows:

Section 1. Scope of Work

Contractor shall, at Contractor's own expense, provide all necessary equipment, supervision, materials and labor to perform bridge repair services on certain bridges located at mileposts 4.4, 63.7, 69.9, 70.1, 70.6, 79.8 and 84.9 in Oklahoma and Arkansas as more specifically set forth in this Section 1 and the attached Exhibit A (the "Work") in an expeditious and workmanlike manner to the satisfaction and acceptance of DQE. Contractor agrees that all tools and equipment shall be maintained in a safe operating condition. Exhibit A and Exhibit B are fully incorporated herein.

Section 2. Payment Terms

Contractor shall submit invoices to DQE upon completion of the Work ("Invoices"). Invoices shall show the Work completed at the DQE, the cost and amount of materials used, a breakdown of the ancillary costs invoiced, if applicable, a breakdown by location and any further information necessary to explain the Invoice. All undisputed amounts are payable within thirty days of receipt by DQE. Contractor shall charge as further outlined in Exhibit A, provided, however, that in no event shall the invoiced amounts and total payments upon completion of the Work exceed One hundred sixty-two thousand four hundred forty-seven dollars and 39/100 cents (\$162,447.39).

Section 3. Term

This Agreement shall begin on the Effective Date and shall continue in effect until the completion of the Work or until terminated pursuant to the terms of this Agreement.

Section 4. Termination

DQE may terminate this Agreement without penalty and for any or no reason, including without limitation, Contractor's breach of the terms agreed to herein, Contractor's quality or quantity of

work is determined to be unacceptable, diminished demand for Contractor's services and/ or capital constraints.

Section 5. Notice by Contractor of Commencement of Work

Except when the Contractor is given less than 24 hours' notice by DQE to commence the Work, the Contractor agrees to notify the respective operations personnel at the DQE Railroad at least 24 hours in advance of proposed performance of any work by the Contractor in which any person or equipment will be within 25 feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within 25 feet of any track. Upon receipt of such notice, Railroad will determine and inform the Contractor whether such work can proceed or whether such work must be performed with a flagman present or until any other special protective or safety measures have been implemented by Contractor. Any costs incurred by the use of a flagman or any other special protective or safety measures shall be equally borne by the parties.

Section 6. Independent Contractor

- a) The Contractor and the agents and employees of the Contractor are not and shall not be considered employees of DQE. The Contractor shall be and shall remain an independent contractor and nothing herein contained shall be construed inconsistent with that status.
- b) Contractor may be required to sign an Independent Contractor Statement attesting to the Contractor's status as an independent contractor.

Section 7. Liens

Contractor shall pay in full all persons who perform labor upon or provide materials in connection with the Work to be performed by Contractor. Contractor shall indemnify and hold harmless DQE from and against any and all liens, claims, demands, costs or expenses of any nature in any way connected with or growing out of such work done, labor performed or materials furnished.

Section 8. Payment of Wages and Payroll Taxes; Compliance with Laws: Indemnity

Contractor shall pay the wages and salaries of the officers, agents and employees of the Contractor in strict accordance with federal laws and with the laws of the state in which the Work is performed and shall indemnify and hold harmless DQE against and from all damages, penalties and expenses whatsoever resulting from Contractor's failure to do so. In the performance of the Work, Contractor shall comply with all federal, state, county, municipal and local laws, statutes, ordinances, orders, codes, rules and regulations applicable to the Work, including but not limited to, those relating to wages, working hours, overtime and working conditions. Contractor agrees to accept exclusive liability for the payment of any and all payroll taxes or contributions for unemployment insurance or pensions or annuities which are measured by the wages, salaries or other remuneration paid to the employees of Contractor or measured by the performance by Contractor of the Work, or the furnishing of equipment, tools or materials as provided herein. Contractor further agrees to reimburse DQE for any such aforesaid taxes and contributions as by law DQE may be required to pay. Contractor agrees to comply with all valid administrative regulations respecting the assumption of liability for the aforesaid taxes and contributions and the supplying of information to the proper authorities.

Section 9. Permits and Licenses

Contractor shall obtain all necessary permits and/or licenses required to perform the Work, such permits to be obtained by Contractor at no additional expense to DQE other than the amount to be paid by DQE to Contractor as described in Section 2 and Exhibit A of this Agreement.

Section 10. Default

An event of default shall occur if: a) Contractor fails to timely complete any portion of the Work within five (5) days after written notice thereof by DQE; b) Contractor fails to perform or observe any covenant, condition or agreement to be performed or observed by it hereunder and such failure continues uncured for five (5) days after written notice thereof; c) immediately in the event insurance coverage required of Contractor shall lapse; d) immediately in the event insurance coverage required by Exhibit B is not in place; or e) Contractor (1) ceases doing business as a going concern; (2) admits in writing its inability to pay its debts as they come due; (3) files a voluntary petition in bankruptcy; (4) is adjudicated insolvent; (5) files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar arrangement under any present or future statute, law or regulation; (6) files an answer admitting the material allegations of a petition filed against it in any such proceeding; consents to or acquiesces in the appointment of a trustee, receiver, or action looking to its dissolution or liquidation; (1) within twenty (20) days after (1) the commencement of any proceedings against Contractor seeking reorganization arrangement, readjustment, liquidation, law or regulation; or (2) the appointment of any trustee, receiver or liquidator of it or any part of its assets and properties, and such proceeding or appointment shall not be vacated. Upon the occurrence of an event of default, DQE shall be entitled to (i) a full refund for all Work for which DQE has paid but which Contractor failed to perform or performed incorrectly; (ii) reimbursement for all damages caused by Contractor's default including, but not limited to, any costs incurred by DQE in acquiring a replacement Contractor if the cost of the replacement Contractor is in excess of what DQE would have paid Contractor for the Work in accordance with this Agreement and (iii) any and all other remedies to which DQE is entitled in law or equity.

Section 11. Insurance

Contractor shall acquire and maintain in full force and effect until completion of all Work, at Contractor's own cost and expense, insurance of the kinds and amounts set forth in the attached Exhibit B. Contractor shall provide to DQE evidence of such insurance policies prior to commencing the Work.

Section 12. General Indemnity

Contractor hereby releases and agrees that it shall indemnify and hold harmless DQE and all of its directors, officers, shareholders, agents, employees, managers, representatives, subsidiaries, affiliates, successors and assigns (each, individually an "Indemnified Party" and, collectively, "Indemnified Parties") from any and all fines, judgements, awards, claims, decrees, demands, liability, losses, damages, injury, costs and expenses (including attorney fees and costs) of any and every kind whatsoever, including, without limitation, for injury or death to all persons, including DQE's and Contractor's officers and employees, and for loss and damage to property belonging to any person (including environmental claims) arising in any manner from or in the performance of this Agreement or the breach by Contractor of any provision of this Agreement. Contractor shall not be required to indemnify DQE when the loss is caused by the gross negligence of DQE. The obligations of this Section shall

survive termination of this Agreement.

Section 13. Safety Instructions

- a) Safety of personnel, property, rail operations and the public is of paramount importance in performance of the Work. Contractor shall implement a safety program conforming to the requirements of federal, state and local laws, rules and regulations, including the Roadway Worker Protection Program as determined by DQE. The use of proper safety devices by all employees of Contractor shall be required and Contractor shall take reasonable actions to enforce the use of safety devices, including traffic control devices as may be required.
- b) Contractor shall be solely responsible for the operation, installation and maintenance of any and all equipment used by Contractor in performance of the Work herein.

Section 14. Compliance with Laws/Environmental Compliance

In the performance of the Work, Contractor shall comply with all applicable federal, state and local laws, regulations and enactments affecting the Work, including all applicable environmental laws and regulations and air emission standards. Contractor shall comply with all Federal Railroad Administration regulations when work is performed on DQE's premises. If any failure by the Contractor to comply with any such laws, regulations and enactments shall result in any fine, penalty, cost or charge being assessed, imposed or charged against DQE, Contractor shall reimburse and indemnify DQE for any such fine, penalty, cost or charge, including without limitation, attorney's fees, court costs and expenses. Contractor further agrees in the event of any such action, upon notice thereof being provided by DQE, to defend such action free of cost, charge or expense to DQE.

Section 15. Social Responsibility

- a) DQE encourages its business partners to implement responsible practices which are consistent with DQE's Social Responsibility Policy. Accordingly, it is DQE's policy to limit major business relationships to third parties, including contractors, consultants and service providers that operate in an ethical and socially responsible manner. Such entities that operate in this manner are referred to as "Responsible Contractors".
- b) DQE requires all service providers, including consultants and independent contractors, to complete a "Contractor Acknowledgement" form attesting that the service provider is in compliance with DQE's Responsible Contractor Policy. DQE may require re- certification at DQE's discretion.

Section 16. Contractor's Books and Records — Audit

- a) Contractor agrees that it will maintain comprehensive records of its employees, its equipment and the Work performed under this Agreement. Contractor will keep these records available for inspection by DQE's auditors or its authorized representatives for a period of three years following completion of work or expiration of termination of this Agreement, whichever is later.
- b) At any time during the three-year period during which records are maintained by the Contractor, DQE shall have the right to audit the Contractor's records to determine the accuracy of bills submitted by Contractor. Contractor agrees to reimburse DQE

for amounts billed to DQE that are not supported by the records maintained by Contractor or by the Work actually performed by Contractor.

Section 17. Notice

Any notice or other communication required or permitted by this Agreement shall be in writing and delivered via first class mail, postage prepaid:

TO DQE:

Chief Operating Office
DeQueen & Eastern Railroad
10060 Skinner Lake Drive
Jacksonville, FL 32246

With a Copy to:

Legal Department
DeQueen & Eastern Railroad
10060 Skinner Lake Drive
Jacksonville, FL 32246

TO CONTRACTOR:

Robert Brink
Brink Engineering Solutions,
LLC
11182 Lawrence 2130
Mount Vermont, MO 65712

Section 18. Assignment; Subcontracting

Contractor shall not assign or subcontract this Agreement or any interest therein without the prior written consent of DQE and any attempt to so assign or subcontract without the prior written consent of DQE shall be void. If DQE gives Contractor permission to subcontract all or any portion of the Work, Contractor is and shall remain responsible for all work of subcontractors and an work of subcontractors shall be governed by the terms of this Agreement.

Section 19. Modification, Waiver of Default, Entire Agreement


- a) No waiver, modification or amendment of this Agreement shall be of any force or effect unless made in writing, signed by Contractor and DQE (email will not be sufficient) and specifying with particularity the nature and extent of such Waiver, modification or amendment. Any waiver by DQE of any default by Contractor shall not affect or impair any right arising from any subsequent default.
- b) This Agreement and the exhibits attached hereto constitute the entire understanding between Contractor and DQE and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the Work or any part thereof.
- c) In the event that there is any inconsistency between the terms and conditions of this Agreement and the particular quotation or Exhibit the terms and conditions of the body of this Agreement shall govern.

Section 20. Governing Law

Unless otherwise specified, the laws of the state of Arkansas shall govern this Agreement.

This Agreement is executed the day and year first written above.

DeQueen & Eastern Railroad, LLC

By: 
Title: COD 3-16-18

Brink Engineering Solutions, LLC

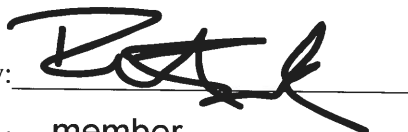
By: 
Title: member

EXHIBIT A



11182 LAWRENCE 2130
MOUNT VERNON, MO
Phone 888.623.2264

DATE:

March 16, 2018

For:
De Queen

Terms 0% 30 net 30
Project _____

DESCRIPTION	AMOUNT
(Based on 8 hr. to 10 hr. work windows per day)	
4.4 Open Deck Stringers -16	\$ 22,799.63
63.7 Open Deck Stringers -16	\$ 22,799.63
69.9 Open Deck Stringers -6	\$ 8,549.86
70.1 Open Deck Stringers -6	\$ 8,549.86
70.6 Open Deck Stringers -34	\$ 48,449.22
79.8 Open Deck Stringers -16	\$ 22,799.63
84.9 Open Deck Stringers -20	\$ 28,499.54
TOTAL	\$ 162,447.39

THANK YOU FOR YOUR BUSINESS!

EXHIBIT B

INSURANCE REQUIREMENTS

Contractor hereby agrees that at his/her own cost and expense, he/she shall have or procured prior to commencement of any work under this Contract, and shall maintain in full force and effect until all work has been completed and accepted, and shall require all Sub-Contractors likewise to procure and maintain, unless they be covered by Contractor's policies, insurance of the following kinds and minimum amounts; Insurance companies used to satisfy the insurance requirements of this contract shall maintain an "A", financial size V classification as published by A.M. Best Rating Guide.

Workmen's Compensation Insurance which fully meets the requirements of any Workmen's Compensation Law in force at the place where the work is to be performed. Employers Liability insurance shall be an amount no less than \$500,000 Each Accident for Bodily injury, \$500,000 Policy Limit for Bodily Injury by Disease, and \$500,000 Each Employee for Bodily Injury by Disease.

Commercial General Liability

Contractor shall carry Commercial General Liability insurance on an "occurrence" form covering all operations by or on behalf of the Contractor providing insurance for bodily injury liability, property damage liability and personal injury liability for the limits of liability indicated below and including coverage for;

- 1) Premises and Operations
- 2) Products and Completed Operations
- 3) Owners and Contractors Protective
- 4) Blanket Contractual Liability insuring the obligations assumed by the contractor under this Agreement.
- 5) Broad Form Property Damage (including completed operations)
- 6) The Explosion, Collapse and Underground Hazards
- 7) Cross Suits Liability
- 8) Independent Contractors
- 9) Delete any reference or restriction: to work performed within 50 feet of a railroad or railroad property, and affecting any railroad bridge or trestle, tracks, road-beds, tunnel underpass, or crossing; or that refers to any Agreement which indemnifies a railroad.

The limits of liability shall not be less than:

- 1,000,000. Each Occurrence (combined single limit for Bodily Injury and Property Damage)
- 1,000,000. For Personal Injury Liability
- 2,000,000. Aggregate for Products- Completed Operations
- 2,000,000. General Aggregate

Except with respect to bodily injury and property damage included within the products and completed operations hazards, the aggregate limit shall apply separately to each project.

The above insurance must be maintained during the term of the Contractor's contract.

Additional Insured/Waivers of Subrogation/Railroad Exclusion:

The Contractor shall have the following endorsements added to their General Liability policy;

It is hereby agreed and understood that:

The Owner including directors, officers and employees thereof, are hereby added as Additional Insureds with respects to accidents, occurrences, claims and damages arising out of or resulting from the Work or Project of the Contractor.

The coverage afforded the additional insureds under the policy shall be primary insurance. If the additional insured has other insurance which is applicable to the loss, such other insurance shall be on an excess, contingent and on non-contributory basis. The amount of the Contractor's liability under this policy shall not be reduced by the existence of such other insurance. The additional insured coverage endorsement shall include coverage for completed operations and contractual liability on an ongoing basis.

The Owner will have a waiver of subrogation in his favor against or arising out of any claims for workers compensation or general liability resulting from actions of the Contractor, it's employees; or any subcontractor or subcontractor employees related to this Contract.

The statement: "There is no exclusion or restriction for work within 50 feet of a railroad, or for any agreement which indemnifies a railroad" shall be stated on the contractor's certificate of insurance.

Automobile Liability Insurance (Bodily Injury and Property Damage Liability) including coverage for owned, hired and non-owned automobiles. The limits of liability shall not be less than \$1,000,000 Combined Single Limit each accident for Bodily Injury and Property Damage combined.